IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.675 OF 2004

IN

SUIT NO.794 OF 1996

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Prashant Niwas Co.operative
Housing Society Ltd. & Anr. ...Plaintiffs

v/s.

Vedrani B. Mehra & Ors. ...Defendants

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Mr.Niranjan Pandit i/b Joy Legal Consultants for the Plaintiffs.

Mr.M.K. Nesari for Defendants Nos. 1 & 2.

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CORAM: D.K.DESHMUKH, J.

DATED: 14TH JANUARY,2005

P.C.:

1. This Notice of Motion is taken out by the

Plaintiffs. The learned Counsel for the Plaintiffs at the out set stated that the Plaintiffs are claiming reliefs in terms of prayer clauses (b), (c), (e) and (g).

2. The learned Counsel appearing for the Defendants Nos. 1 & 2 states that the Defendants Nos. 1 & 2 shall not without seeking leave of the Court alienate or create third party rights in relation to the development rights or FSI of Plot No.88-A. He also states that the Defendants Nos. 1 & 2 shall not carry out any construction activity in the suit property without seeking leave of the Court.

3. The statement made by the learned Counsel appearing for the Defendants Nos. 1 & 2 is accepted. Therefore, no temporary injunction against the Defendants Nos. 1 & 2 in terms of prayer clause (b) & (c) is granted. However, the Defendants Nos.3 & 4 are not represented before the Court. There rights, if any, in relation to the property are joint with Defendants Nos. 1 & 2. They do not have any independent right. Their rights are represented by Defendants Nos. 1 & 2 and therefore in view of the statement made by the Defendants Nos. 1 & 2 the

motion is granted in terms of prayer clauses (b) & (c) against the Defendants Nos. 3 & 4. The learned Counsel for the Defendants Nos. 1 & 2 states that the Defendants Nos. 1 & 2 have no objection to grant this motion in terms of prayer clause (g). Hence, motion is granted in terms of prayer clause (g).

4. So far as relief in terms of prayer clause (e) is concerned, the Defendants Nos.1 & 2 have produced documents on record to show that they got possession of flats on 6 & 7th floor in D-Building in the year 1996 itself. Defendants Nos. 1 & 2 states that they are in possession of flats presently and they have no intention to sell the flats. He further states that however, if in future, Defendants Nos. 1 & 2 desire to sell the flats, they will not do so without giving two weeks prior notice to the Plaintiff.

Statement is accepted.

Hence, it is not necessary to grant any relief in terms of prayer clause (e). Notice of motion disposed of.

The Plaintiff shall be at liberty to apply for any

other interim reliefs, if occasion arises.

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